



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes AAT, CNR, FF, MNR, O, MNSD, OPR

Introduction

Some documentary evidence and written arguments have been submitted by the parties prior to the hearing. I have thoroughly reviewed all submissions.

I also gave the parties the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties.

All testimony was taken under affirmation.

Issue(s) to be Decided

This decision deals with two applications for dispute resolution, one brought by the tenant and one brought by the landlord. Both files were heard together.

The landlord's application is a request for an Order of Possession based on a Notice to End Tenancy for non-payment of rent, a request for a monetary order for outstanding rent, and a request for recovery of the \$50.00 filing fee. The landlord is also requesting an order to keep the full security deposit towards the claim.

The tenant's application is a request to cancel a Notice to End Tenancy that was given for non-payment of rent, a request for a monetary order, and a request for recovery of the \$50.00 filing fee.

Background and Evidence

The landlord testified that:

- The tenant had fallen behind in the rent and therefore on June 3, 2012 the tenant was personally served with a 10 day notice to end tenancy, for non-payment of rent.
- The tenant has not complied with that Notice to End Tenancy and at this time there is a total of \$1200.00 in rent outstanding.

The landlords are therefore requesting an Order of Possession for as soon as possible and an order for the outstanding rent plus the filing fee.

The tenant testified that:

- She admits that there is a total of \$1200.00 in rent outstanding at this time, however the landlord illegally collected a security deposit of \$250.00 which should be deducted from that amount leaving a total of \$950.00.
- The reason the rent has not been paid is because her student loan has been late coming and she does not have the money right now, although the student loan is supposed to be in her account by the end of this month.
- The landlord had initially agreed to wait until May 31, 2012 when the student loans came in, however since the loan has been delayed, the landlord has been harassing her for the rent.
- The landlord knows full well that all the rent will be paid once her student loan is in her account.
- She also believes the landlord should pay her \$20.00, because she stepped on the nail in garbage that belonged to the landlord, and she had costs resulting from stepping on that nail. She also lost her job as she was unable to work while on antibiotics.

Analysis

It is my finding that, at this time, there is a total of \$950.00 rent outstanding as I have deducted off the \$250.00 security deposit that the landlord collected. The Manufactured Home Park Tenancy Act does not allow for the collection of security deposits. I therefore allow a portion of the landlord's monetary claim.

It is also my finding that the landlord has served a valid 10 day Notice to End Tenancy, and since there is still a substantial amount of rent outstanding the landlord does have the right to an Order of Possession.

I also order recovery of the landlords filing fee

The tenant has asked to have the Notice to End Tenancy cancelled however I am not willing to do so considering how much rent is outstanding.

The tenant is also asked for \$20.00 for having stepped on a nail in what she describes as the landlords garbage, however I also deny this portion of the claim, as the tenant has supplied no evidence whatsoever in support of this claim.

I also dismissed the tenants request for recovery of the filing fee.

Conclusion

Landlords application

I have issued an Order of Possession to the landlord for July 15, 2012.

I have issued an order for the tenant to pay \$1000.00 to the landlord.

Tenant's application

The tenant's application to have the Notice to End Tenancy cancelled is dismissed.

As stated above I have allowed the tenants claim for recovery of the filing fee of \$250.00 and have deducted that off the amount owed to the landlord.

The tenant's application for \$20.00 is dismissed without leave to reapply.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Manufactured Home Park Tenancy Act*.

Dated: June 27, 2012.

Residential Tenancy Branch